

THIS MORTGAGE, Made this 13th day of March, 1980, by ELLINGTON R. PEEK and BEATRICE PEEK, who are married to each other, to BANK OF AMERICA NT & SA, hereinafter called the mortgagor, a corporation, hereinafter called the mortgagee, WITNESSETH, That the mortgagor, in consideration of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 Dollars, to him paid by the mortgagee, hereby does grant, bargain, sell and convey unto said mortgagee, its successors and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Parcel 1  
Parcel 2

SEE ATTACHED EXHIBIT "A" CONSISTING OF THREE PAGES

*[Handwritten initials and stamp]*

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which hereafter may belong or appertain thereto, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or placed thereon at any time during the term of this mortgage;

TO HAVE AND TO HOLD the same with the appurtenances unto the said mortgagee, its successors and assigns forever.

This mortgage is intended to secure the payment of one or more promissory notes, in words and figures substantially as follows:

A Real Estate Note: Combined Principal and Interest in Installments dated March 13, 1980 in the amount of \$1,100,000.00 at the rate of 12.50 percent per annum on the decreasing balance of said principal sum until paid, and to pay said principal sum and interest in installments as follows: Thirty (30) successive annual installments of ONE HUNDRED FORTY ONE THOUSAND SIX HUNDRED FORTY SEVEN AND NO/100 on December 31, 1980 and annually thereafter until March 1, 2010.

*[Handwritten initials and stamp]*

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: March 1, 2010.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
- (b) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.~~

And said mortgagor covenants to and with the mortgagee, its successors and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

28 MAR 13 1980

that he will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, on this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on, or which may be hereafter erected on the premises, insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of not less than \$ \_\_\_\_\_ in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as its interest may appear and will deliver on said premises in good repair and will not commit or suffer any waste of said premises or of said buildings and improvements at the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note, it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any tax, charge, lien, encumbrance or insurance premium as above provided, the mortgagee at its option may do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note, without waiver, however, of any right arising to the mortgagee for breach of covenant, and this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sums as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgagee for title reports and search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall inure to the benefit of and bind the heirs, executors, administrators and assigns of said mortgagor and the successors and assigns of the mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the court, upon motion of the mortgagee, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage it is understood that the mortgagor may be more than one person, that the mortgagee may be more than one corporation and that more than one note may be secured hereby; therefore, the parties hereto agree that if the context and the circumstances so require, the singular shall be taken to mean and include the plural and that the masculine pronoun shall mean and include the feminine as well as husband and wife.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Ellington R. Peek

Beatrice Peek

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

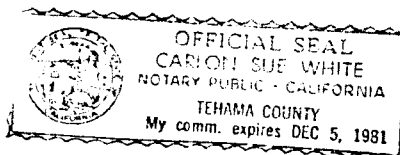
California  
STATE OF OREGON,

County of Tehama

ss.

On this 13 day of March, 1980, before me, a notary public in and for said county and state, personally appeared the within named Ellington R. Peek and Beatrice Peek

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon, Calif  
My Commission expires Dec. 5, 1981

## MORTGAGE

to a Corporation

(FORM No. 744)

STEVENS NESS LAW PUB. CO., PORTLAND, ORE.

TO

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

STATE OF OREGON

County of

ss.

I certify that the within instrument was received for record on the day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Recording Officer.

By

Deputy.

EXHIBIT A

PARCEL 1:

Township 40 South, Range 8 East of the Willamette Meridian

Section 2: Government Lots 4 and 10

Section 3: S $\frac{1}{2}$ S $\frac{1}{2}$

Section 9: NE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ , the East 20 acres of Government Lot 12; E $\frac{1}{2}$ SE $\frac{1}{4}$ , and Government Lots 1, 2, 3, 8, 9, 10 & 11

Section 10: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , Government Lots 8, 9, 10, 11 & 12.  
 ALSO that part of Section 10 described as follows: Beginning at a point at which the present boundary fence intersects the meander line on the Easterly border of tule marsh on right or west bank of Klamath River approximately North 14°05' East 33.20 chains from the fractional section corner common to Sections 10 and 15 on said meander line; thence along the boundary fence North 14°30' East 4.30 chains; thence North 29° East 7.00 chains; thence North 26°15' East 8.75 chains to said meander line; thence back along said meander line South 51°30' West 1.00 chains; thence South 26°15' West 8.00 chains; thence South 30°15' West 7.00 chains; thence South 6° West 4.00 chains, more or less, to the point of beginning.

BUT EXCEPTING FROM Lots 8 and 9 above, the following parcel: Beginning at the fractional section corner common to Sections 10 and 15, 27.60 chains East of the Section corner common to Sections 9, 10, 15 & 16, Township 40 South, Range 8 East of the Willamette Meridian; thence West .30 chains to the present boundary fence; thence following said fence North 52°35' East .40 chains; thence, North 14°30' East along said fence 32.80 chains, more or less, to the meander line on the East boundary of the tule marsh on the right or West bank of the Klamath River; thence following said meander line South 6° West 114 chains; thence South 23°15' East 7 chains; thence South 3°30' East 8 chains; thence South 65°45' West 10.45 chains to the point of beginning.

AND EXCEPTING FROM Lot 12 above the following parcel: Beginning at the fractional section corner between Sections 10 and 11; 6.38 chains South of the section corners common to Sections 2, 3, 10 and 11, Township 40 South, Range 8 East of the Willamette Meridian; thence along the meander line South 67°15' West 19.80 chains, more or less, to the present boundary fence; thence North 63°30' East 20.60 chains, more or less, to the Section line between Sections 10 and 11; thence South 1° West along the Section line 1.55 chains to the point of beginning.

Section 15: Lot 2; and all that part of Lot 1 lying South of a line drawn East and West from apoint 6.69 chains South of fractional section corner common to Sections 15 and 16. AND ALSO Lot 19

SAVING AND EXCEPTING Therefrom: Beginning at the fractional section corner common to Sections 10 and 15, 27.60 chains East of the corner common to Sections 9, 10, 15 and 16, Township 40 South, Range 8 East of the Willamette Meridian; thence along the meander line South 46°30' West 20.60 chains; thence South 61°15' West 15.13 chains, more or less, to the boundary fence at the fractional section corner common to Sections 15 and 16; thence, North 1° East .25 chains to a fence corner; thence North 52°35' East along said boundary fence 34.80 chains, more or less, to the North Section line of Section 15; thence East 50 links to the point of beginning.

Section 16: Government Lots 7, 8, 9, 10, 15, 16, 17 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$

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PARCEL 2:

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Lots 1, 2, 3 and 4 in Section 10 Township 40 South, Range 8 East of the Willamette Meridian, EXCEPTING the following portion thereof conveyed to Ruth Kerns Ray, by deed recorded on page 583 Volume 107 of Deeds.

ALL that part of Section 10, Township 40 South, Range 8 East of the Willamette Meridian, described as follows: Beginning at a point at which the present boundary fence intersects the meander line on the Easterly border of the tule marsh on the right or West bank of Klamath River, approximately North 14°5' East 33.20 chains from the fractional section corner common to Sections 10 and 15 on the said meander line; thence along the boundary fence North 14°30' East 4.30 chains; thence North 29° East 7.00 chains; thence North 26°15' East 8.75 chains to the said meander line; thence back along said meander line South 51°30' West 1.00 chains; thence South 26°15' West 8.00 chains; thence South 30°15' West 7.00 chains; thence South 6° West 4.00 chains, more or less, to the point of beginning.

ALSO Lot 1 of Section 15, Township 40 South, Range 8 East of the Willamette Meridian, EXCEPTING the following portion thereof conveyed to Ruth Kerns Ray by Deed recorded on page 583 Volume 107 of Deeds.

ALL that part of Lot 1, Section 15, Township 40 South, Range 8 East of the Willamette Meridian, lying South of a line drawn East and West from a point 6.69 chains South of the fractional Section corner common to Sections 15 and 16, a stone marking the Northwest corner of said Lot 1, Section 15.

ALSO, Lot 1 of Section 11 and Lots 17 and 18 of Sections 15 in Township 40 South, Range 8 East of the Willamette Meridian.

ALSO all that part of Lot 6, Section 11, Township 40 South, Range 8 East of the Willamette Meridian, described as follows: Beginning at the fractional section corner between Sections 10 and 11, 6.38 chains South of the section corner common to Sections 2, 3, 10 and 11, Township 40 South, Range 8 East of the Willamette Meridian; thence North 55°15' East along the meander line 9.07 chains to the present boundary fence; thence South 63°30' West 8.60 chains along said fence to the section line; thence South 1° West 1.55 chains to the point of beginning.

ALSO, all that part of Section 10, Township 40 South, Range 8 East of the Willamette Meridian, described as follows: Beginning at the fractional section corner between Sections 10 and 11, 6.38 chains South of the section corner common to Sections 2, 3, 10 and 11, Township 40 South, Range 8 East of the Willamette Meridian; thence along the meander line South 67°15' West 19.80 chains, more or less, to the present boundary fence; thence North 63°30' East 20.60 chains, more or less, to the section line between Sections 10 and 11; thence South 1° West along the section line, 1.55 chains to the point of beginning.

ALSO all that part of Section 10, Township 40 South, Range 8 East of the Willamette Meridian, described as follows: Beginning at the fractional section corner common to Sections 10 and 15, 27.60 chains East of the section corner common to Sections 9, 10, 15 and 16, Township 40 South, Range 8 East of the Willamette Meridian; thence West .50 chains to the present boundary fence; thence following said fence North 52°35' East .40 chains; thence North 14°30' East along said fence 32.80 chains,

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more or less, to the meander line on the East boundary of the tule marsh on the right or West bank of the Klamath River; thence following said meander line South  $6^{\circ}$  West 14.00 chains; thence South  $23^{\circ}15'$  East 7.00 chains; thence South  $3^{\circ}30'$  East 8.00 chains; South  $65^{\circ}45'$  West 10.45 chains to the point of beginning.

ALSO ALL that part of Section 15, Township 40 South, Range 8 East of the Willamette Meridian, described as follows: Beginning at the fractional section corner common to Sections 10 and 15, 27.60 chains East of the corner common to Sections 9, 10, 15 and 16, Township 40 South Range 8 East of the Willamette Meridian; thence along the meander line South  $46^{\circ}30'$  West 20.60 chains; thence South  $61^{\circ}15'$  West 15.13 chains, more or less, to the boundary fence at the fractional section corner common to Sections 15 and 16; thence North  $1^{\circ}$  East .25 chains to a fence corner; thence North  $52^{\circ}35'$  East along said boundary fence 34.80 chains, more or less, to the North section line of Section 15; thence East 50 links to the point of beginning.

EXCEPTING therefrom any portion of the above described property lying within the  $N\frac{1}{2}NE\frac{1}{4}$  of Section 10 and the  $N\frac{1}{2}NW\frac{1}{4}$  of Section 11, Township 40 South, Range 8 East of the Willamette Meridian.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Titel Co.

on 13th day of March A. D. 1980 at 3:46 clock P M., or

only recorded in Vol. M80, of Mortgages on Page 5103

Wm D. MILNE, County Clk

By Bernice H. Hetch

Fee \$17.50